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The findings in this case merely present the breach of an ordinary contract to thresh grain. The court found defendants were not entitled to recover loss caused by a storm over which plaintiff had no control. The weight of opinion seems to hold with the principal case, that such loss was not in the contemplation of the parties as the natural and probable result of the breach of such a contract. *Posser v. Jones*, 41 Iowa 674; *McCormick v. Vanatta*, 43 Iowa 389. The case of *Smeed v. Ford*, 28 L. J. Q. B. 178, 1 E. & E. 602, is, however, directly in conflict with these and with the principal case, and seems to be supported by sound reasoning.

**DAMAGES—MENTAL SUFFERING UNCONNECTED WITH PHYSICAL.**—Action for damages alleged to have been sustained by plaintiff because of defendant's failure to deliver a telegram; the complaint alleging that by reason of defendant's negligence in not delivering said telegram the plaintiff suffered great worry and distress of mind. The answer denied the allegation, and set up as a defense the usual statement printed on a telegram blank, that defendant is not liable for any unrepeatd message beyond the amount received for sending the same. *Held*, that plaintiff is entitled to recover damages for mental suffering in such a case. *Barnes v. Western Union Tel. Co.* (1904), — Nev. —, 76 Pac. Rep. 931.

It was contended that defendant had secured itself by contract against the recovery of damages in case of delay or nondelivery if the message was **not repeated**. The complaint, however, was not for mistake or error in the message, but for failure to deliver it. If such a stipulation were given the force of a contract, the defendant is under no obligation to deliver any unrepeatd message. *Tel. Co. v. Henderson*, 89 Ala. 510; *Smith v. Tel. Co.*, 83 Ky. 104; *Hibbard v. Tel. Co.*, 33 Wis. 558. This stipulation did not protect defendant against liability for damages which such repetition could have no tendency to prevent. *Fleischner v. Pac. Postal Tel. Co.*, 55 Fed. Rep. 738. The court reasoned that if mental suffering accompanied by physical suffering can and must be estimated, cannot and should not mental suffering unaccompanied by physical suffering be estimated? Where mental suffering is the result of some wrongful act it may be taken into consideration in assessing damages for the wrong, even though there may be no physical injury. *Davis v. Tacoma Ry. and Power Co.*, 77 Pac. Rep. 209. A dissenting opinion, however, holds that the mental anguish was not the natural or necessary consequence of the breach of the contract, and that defendant cannot be held liable for remote contingent consequences. See 2 MICHIGAN LAW REVIEW, 150, 420, 421, 641, 642.

**DEEDS—DELIVERY TO A THIRD PERSON—REQUISITES.**—A, the owner of a tract of land, made eleven deeds thereof to his children, in one of which appellant, X, was grantee of a specific part. The consideration for this was shown to be appellant's care of A during his old age, together with certain book accounts due appellant's husband, from which, it was agreed, there should be no more trouble. The eleven deeds, of which that in suit was one, were given to B, a stranger, with written instructions from A "at his death to deliver them to each one of the heirs." Subsequently, at A's request, B returned the deeds, together with the paper accompanying them, and after